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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

OREN FRANKS, individually and on behalf
all others similarly situated,

Plaintiff,

v.

LENS.COM, INC.,

Defendant.

Case Number: 2:24-cv-0724

**CLASS ACTION COMPLAINT
AND JURY DEMAND**

Plaintiff Oren Franks (“Plaintiff”) brings this action against Defendant Lens.com, Inc. (“Lens.com” or the “Company”) by and through his attorneys, individually and on behalf of all others similarly situated, and alleges with personal knowledge as to his own actions, and upon information and belief as to those of others, as follows:

Nature of the Case

1. Lens.com sells corrective contact lenses online, primarily through its website “www.lens.com”.

2. Defendant advertises low prices to consumers, including Plaintiff, to lure customers to its website. There, consumers fill out details about their corrective lens prescriptions, upload copies of prescriptions, provide address and contact information for their doctor so that prescription information can be verified, and enter their personal information including name, shipping address, billing address and credit card number or other payment information; many also create a dedicated,

1 password protected account with Lens.com during this process. Throughout this process, Lens.com
2 displays the advertised low prices on the screen.

3 3. However, late in the checkout process, only after a consumer has been actively
4 providing this information throughout, Lens.com adds a purported “processing fee” to the order,
5 which increases the overall price of the purchase well above those advertised rates. Defendant
6 does everything it can to hide this fee, which is not clearly or obviously disclosed to consumers.
7 Instead, consumers will likely only notice Defendant’s covert price change if they realize the total
8 amount they were actually charged at the end of the checkout process is higher than the advertised
9 rates they had been seeing throughout, and many do not spot this discrepancy.

10 4. This deceptive practice has unjustly enriched Defendant by millions of dollars at
11 consumers’ expense through years of hidden fees.

12 5. Plaintiff brings this suit pursuant to the Nevada Deceptive Trade Practices Act, Nev.
13 Rev. Stat. §598.0903, *et seq.*, and common law, on behalf of all persons in the United States
14 overcharged by Defendant based on Defendant’s false, misleading, and deceptive advertising
15 (“Class Members” or the “Class”) seeking, *inter alia*, injunctive relief, actual damages and refunds,
16 compensatory damages, disgorgement, restitution, liquidated damages, attorneys’ fees, and the
17 costs of this suit.

18 **Parties**

19 6. Plaintiff Oren Franks is a natural person residing in Nevada. At all times mentioned
20 herein, Plaintiff was a customer of Lens.com.

21 7. Defendant Lens.com, Inc. is a Nevada corporation with a mailing address of P.O.
22 Box 27740, Las Vegas, Nevada 89126. Lens.com does business throughout the United States,
23 including in the State of Nevada, sells contact lenses to consumers in the State of Nevada, and ships
24 its products to consumers in the State of Nevada.

25 **Jurisdiction and Venue**

26 8. Jurisdiction in this civil action is authorized pursuant to 28 U.S.C. § 1332(d)(2). The
27 amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and
28 the matter is a class action in which one or more members of the proposed class, which upon

1 information and belief number in the thousands, are citizens of a state different from the Defendant.

2 9. This Court has supplemental jurisdiction over the State law claims in this matter
3 pursuant to 28 U.S.C. § 1367(a), as such causes of action are so related to the claims in the action
4 over which this Court has original jurisdiction pursuant to 28 U.S.C. § 1332 that they form part of
5 the same case or controversy under Article III of the United States Constitution.

6 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because, at all
7 relevant times, Lens.com has continuously transacted business in this district and a substantial part
8 of the events or omissions giving rise to the claims occurred in this district.

9 **Operative Facts**

10 11. Approximately 45 million people in the U.S. wear corrective contact lenses.¹ To
11 obtain contact lenses, a consumer must visit an eye care professional such as an optometrist for a
12 contact lens fitting, and obtain a prescription. Once a consumer obtains a prescription, they can
13 purchase contact lenses.

14 12. Contact lenses are typically sold by the “box”. Each box of contact lenses contains
15 enough contact lenses to last a certain amount of time. For example, daily disposable contact lenses
16 are often sold in boxes of 30 or 90 contact lenses.

17 13. After a consumer visits an eye care professional’s office for a contact lens fitting
18 and obtains a prescription, the eye care professional will typically offer to sell the consumer a supply
19 of contact lenses (usually a 6-month supply or a year supply). However, consumers may choose
20 other merchants from whom to purchase the contact lenses themselves. Lens.com is one such
21 merchant advertising contact lenses to consumers, as an alternative to an eye care professional.

22 14. Lens.com engages in deceptive and unlawful business practices, at the expense of
23 consumers including Plaintiff, by tagging on a substantial additional charge labeled as a “fee” or
24 “processing fee.” This “fee” is substantial and typically results in a final price that is significantly
25 higher than Defendant’s advertised prices. This is not actually a fee for any service; it is a made-up
26 charge that Defendant adds to increase the price and its profits.

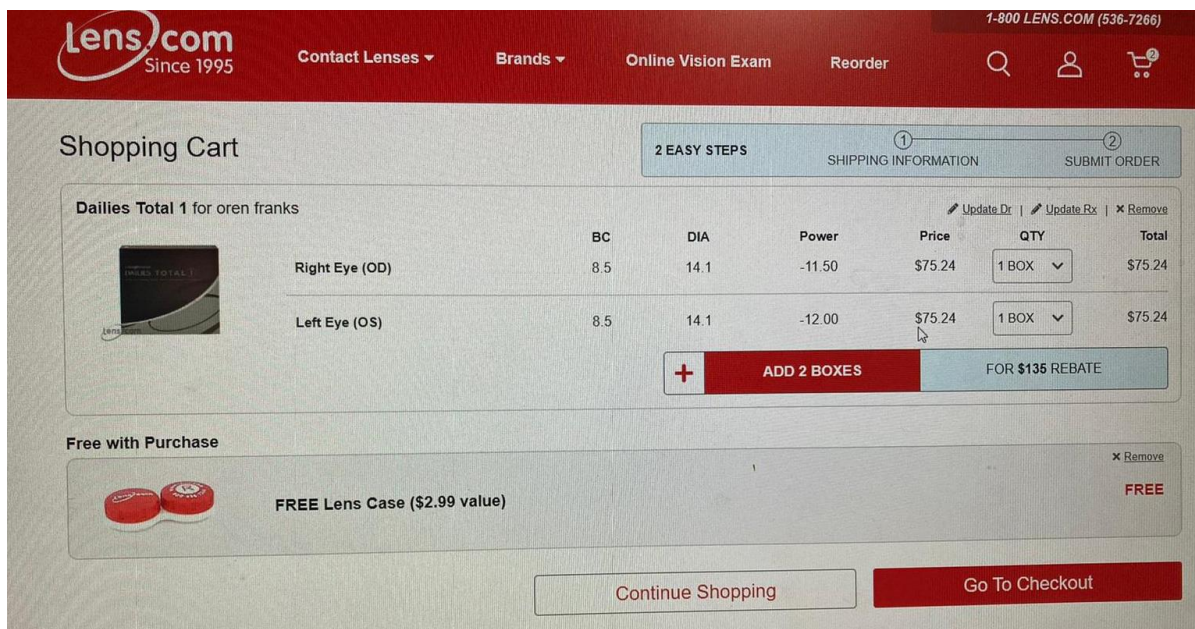
27
28

¹ <https://www.cdc.gov/contactlenses/fast-facts.html>

15. Many consumers do not notice that a “processing fee” is being added to their order, particularly as it is not prominently or clearly displayed anywhere during Defendant’s checkout process. In this way, Defendant’s false advertising increases its sales and profit by deceiving its customers.

16. On or about October 2022, Plaintiff visited Defendant’s website, www.lens.com, to purchase prescription contact lenses.

17. Once Plaintiff entered his prescription information and selected the brand of contact lenses that he wanted to purchase, Defendant’s website indicated that the “total” price per box for the “Right Eye” would be “\$75.24” and the “total” price per box for the “Left Eye” would be “\$75.24.”



18. Based on this information represented by Lens.com, Plaintiff’s purchase price for two boxes of contact lenses would be approximately \$150.48.

19. Plaintiff then selected the “Standard” shipping method for the contact lenses, which according to Defendant’s website, would cost the Plaintiff an additional “\$9.95.”

Shipping Information

2 EASY STEPS
1 SHIPPING INFORMATION 2 SUBMIT ORDER

Where would you like to ship these?

Returning Customer? [Sign In](#)

First Name: yorkville advisors ✓
Last Name: oren franks ✓
Street Address: 1012 Springfield Avenue ✓
Apt, Suite, Unit:
City: Mountainside ✓
State: New Jersey ✓
Zip Code: 07092 ✓
Country: US-United States ✓
Phone Number: (973) 773-9399 ✓
Email Address: pary26@yahoo.com ✓
Password: ***** ✓

☒ Text me updates about my order ⓘ

Need Help? [APO/EPO Address Tips](#)

Choose a Shipping Method

Shipping Method: Standard (5-7 Bus. Days) \$9.95

Continue

20. Plaintiff relied on said pricing information on the Defendant's website and decided to purchase the two boxes of contact lenses with "Standard" shipping. Plaintiff did not purchase any other items through this order.

21. When it came time for Plaintiff to submit his order, the "Order Total" for Plaintiff's purchase came out to "\$222.91."

Submit Order

2 EASY STEPS
1 SHIPPING INFORMATION 2 SUBMIT ORDER

Payment Options

Pay with your ending in 8244 [edit](#)

Pay with a new

☒ Billing Address same as Shipping Address

Submit Order

Order Summary

Dailies Total 1 for oren franks	2 Boxes
FREE Lens Case (\$2.99 value)	FREE
Standard (5-7 Bus. Days)	\$9.95
Order Total:	\$222.91

22. Based on the pricing information and representations made by Defendant on its website throughout this ordering process, the total purchase price for Plaintiff's transaction (with

shipping costs included) should have only been \$160.43, which means Defendant charged Plaintiff an overage of \$71.43.

23. There were no other line-item charges listed on Plaintiff's "Order Summary", pictured above, to account for the overage of \$71.43.

24. There were likewise no other line-item charges or surcharges listed on Plaintiff's order confirmation to account for the overage of \$71.43.

The screenshot shows the lens.com website interface. At the top is a red navigation bar with links for 'Contact Lenses', 'Brands', 'Online Vision Exam', 'Reorder', a search icon, a user profile icon labeled 'Hello, Oren', and a shopping cart icon. Below the navigation bar is a white banner with a 'Learn More' link, a 'Get \$10 Off' button, and an 'Upload Your Prescription' button.

Below the banner is a table with the following data:

Order #	Date Ordered	Shopper	Email Address
1386337878	10/26/2022	oren franks	PARY26@YAHOO.COM

Below the table are two sections: 'Billing Information' and 'Shipping Information'.

Billing Information:
 oren franks
 2978 Scenic Valley Way
 Henderson, NV 89052 United States
 973-7739399

Shipping Information:
 Yorkville Advisors Oren Franks
 1012 Springfield Avenue
 Mountainside, NJ 07092 United States
 973-7739399

Below these sections is a 'Product and Prescription Information' section. It contains a table for 'Dailies Total 1 (SKU: V26)'.

	BC	DIA	Power	Price	Boxes	Total	Status
Right Eye	8.5	14.1	-11.50	\$75.24	1	\$75.24	Will Fax Rx
Left Eye	8.5	14.1	-12.00	\$75.24	1	\$75.24	

Below the table is a 'Patient: oren franks' label.

At the bottom right of the page is a summary table:

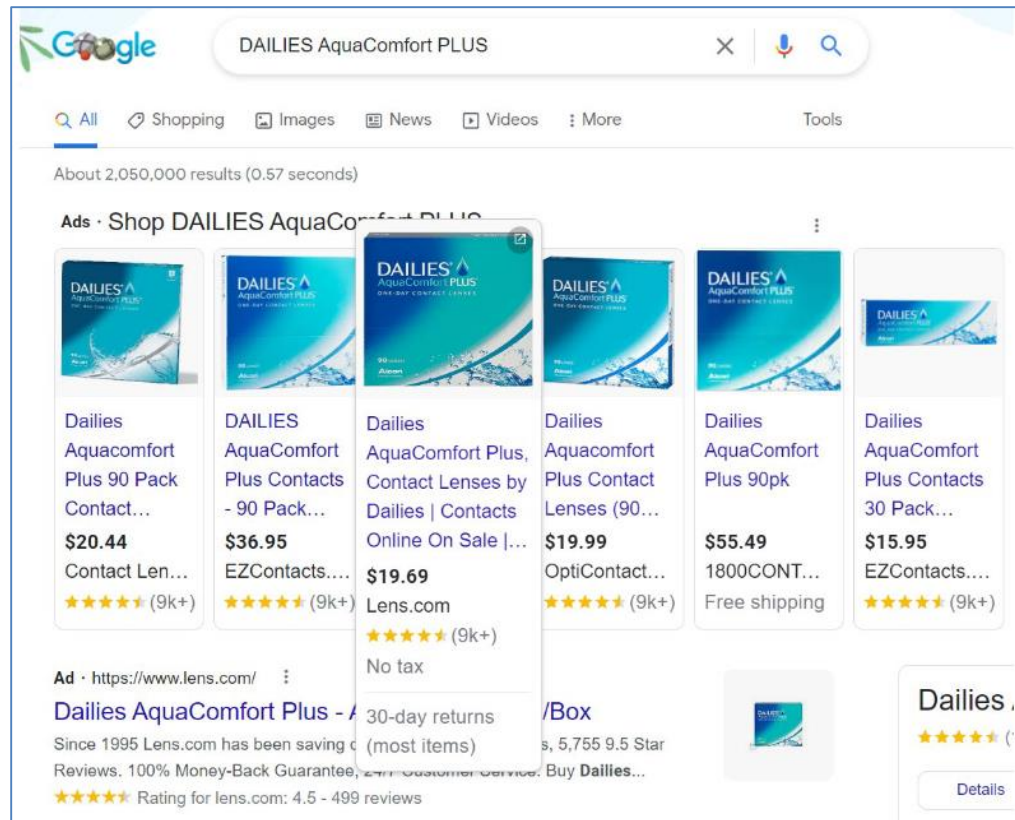
Subtotal ①:	\$212.96
Shipping:	\$9.95
Total:	\$222.91

25. Notwithstanding this mysterious overage charge of \$71.43, Defendant claims that it is "completely transparent and let[s] you decide what's best for you." on its website.

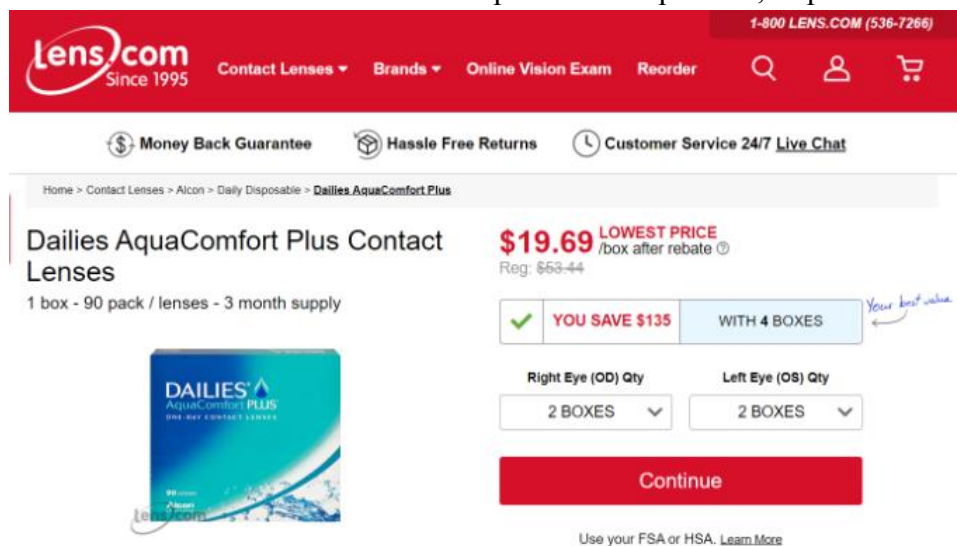
26. Customers who visit Defendant's website are likely to, and Plaintiff did in fact, submit his order without noticing that the Defendant inflated its prices and charged Plaintiff for more than the prices advertised on its website.

27. Plaintiff's experience is not unique. Lens.com's Google advertisements for a 90-

pack of DAILIES AquaComfort Plus contact lenses, pictured below, prominently advertises the price that Lens.com charges for that box of contacts: \$19.69, whereas competitor's prices include \$36.95 and \$55.49 for the same product.



28. Lens.com's website lists the same price for the product, as pictured below.²



² <https://www.lens.com/contact-lenses/p-tw4ix/1-day-acuvue-moist/90-pack>

29. Reasonable consumers would and do understand these statements to mean that it costs \$19.69 to purchase this product from Lens.com through its website, as it would from any honest merchant. No reasonable consumer expects that an advertised price hides an arbitrary and fictitious “processing fee” that will substantially increase the price of such a purchase.

30. After a consumer using Lens.com’s website selects the items for their purchase and clicks the “Continue” option, they are asked to upload a copy of or manually provide full information for their prescription, as pictured below:³

The screenshot shows the Lens.com website interface. At the top is a red navigation bar with the Lens.com logo, contact information (1-800 LENS.COM (536-7266)), and links for Contact Lenses, Brands, Online Vision Exam, and Reorder. Below this is a white bar with icons for Money Back Guarantee, Hassle Free Returns, and Customer Service 24/7 Live Chat. The breadcrumb trail reads: Home > Contact Lenses > Alcon > Daily Disposable > Dailies AquaComfort Plus. The product page for Dailies AquaComfort Plus Contact Lenses is displayed, showing a box of lenses and a 5-star rating (9.4/10, 523 Reviews). To the right is a prescription entry form with two tabs: "Enter Your Prescription" (active) and "Upload Your Prescription". The form includes a checkbox for "Same prescription for both eyes" and a table for entering prescription details for the Right Eye (OD) and Left Eye (OS). The table has fields for Base Curve, Diameter, and Power. Below the table are input fields for Patient Name (First Name Last Name) and Patient Date of Birth (MM/DD/YYYY). A red "Continue" button is at the bottom of the form.

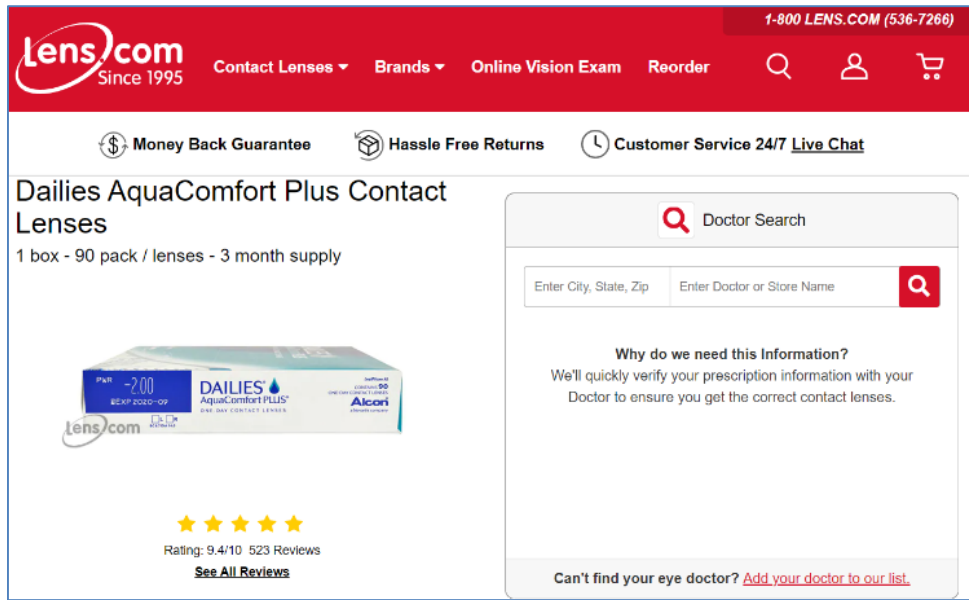
Right Eye (OD)		Left Eye (OS)	
Base Curve	8.7	Base Curve	8.7
Diameter	14.0	Diameter	14.0
Power	<input type="text"/>	Power	<input type="text"/>

☐ Same prescription for both eyes
 Patient Name: First Name Last Name
 Patient Date of Birth: MM/DD/YYYY
 Continue

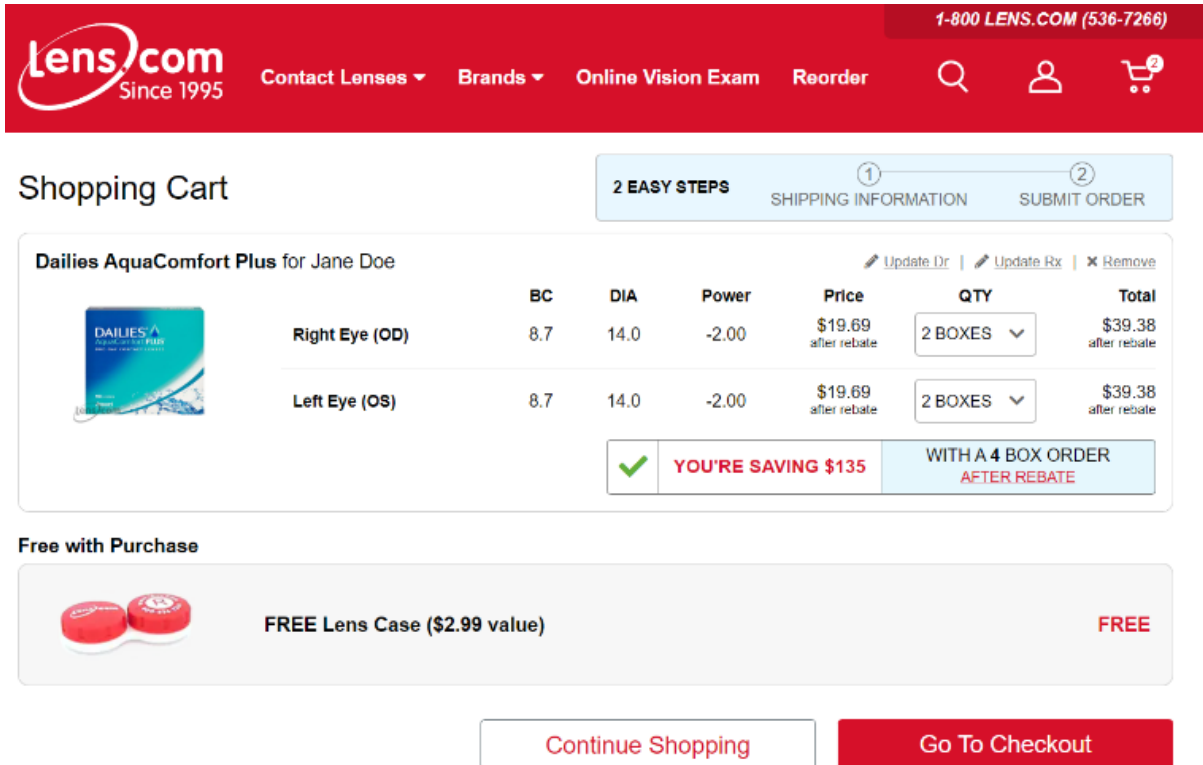
31. The consumer is then directed to another screen and required to provide their prescribing doctor’s contact information to Lens.com:⁴

³ *Id.*

⁴ *Id.*



32. Even after going through all of these steps, the Lens.com website still misrepresents to consumers that they will be paying the advertised price (in this example, \$19.69) for their purchase as the process then takes them to a summary of the consumer’s “Shopping Cart”.⁵



⁵ *Id.*

33. When the consumer leaves this page, showing the advertised prices, by clicking “Go To Checkout” they are then asked for their shipping information:⁶

The screenshot shows the Lens.com website header with the logo "lens.com Since 1995" and navigation links: "Contact Lenses", "Brands", "Online Vision Exam", and "Reorder". A search icon, a user profile icon, and a shopping cart icon are also present. The phone number "1-800 LENS.COM (536-7266)" is displayed in the top right corner.

Below the header is a "Shipping Information" section. It features a progress bar with two steps: "1 SHIPPING INFORMATION" and "2 SUBMIT ORDER". The main heading is "Where would you like to ship these?". Below this heading is a link for "Returning Customer? Sign In".

The form contains several input fields: "First Name", "Last Name", "Street Address", "Apt, Suite, Unit", "City", "State" (a dropdown menu), "Zip Code", "Country" (a dropdown menu with "US-United States" selected), "Phone Number", "Email Address", and "Password" (with a "Show/Hide" icon). There is a checkbox for "Text me updates about my order" and a link for "Need Help? APO/FPO Address Tips".

Below the input fields is a section titled "Choose a Shipping Method" with a dropdown menu showing "Standard (5-7 Bus. Days) \$9.95". At the bottom of the form is a red "Continue" button.


34. Only below this box, and under the “Continue” button that prompts the consumer to advance to the next page where it would not be initially visible on most devices’ displays, is there an “Order Summary” that provides the only indication of the actual, higher cost of the purchase:⁷

⁶ *Id.*

⁷ *Id.*

Order Summary


Dailies AquaComfort Plus for Jane Doe [Update Dr](#) | [Update Rx](#) | [Remove](#)


		BC	DIA	Power	Price	QTY	Total
	Right Eye (OD)	8.7	14.0	-2.00	\$19.69 <small>after rebate</small>	2 BOXES ▾	\$39.38 <small>after rebate</small>
	Left Eye (OS)	8.7	14.0	-2.00	\$19.69 <small>after rebate</small>	2 BOXES ▾	\$39.38 <small>after rebate</small>

✓ **YOU'RE SAVING \$135**

WITH A 4 BOX ORDER
[AFTER REBATE](#)

Free with Purchase [Have an Order Code?](#)

 **FREE Lens Case (\$2.99 value)** **FREE**

 **Congratulations,**
by shopping at Lens.com you saved **\$225.24!**

Subtotal:	\$213.76
Taxes & fees ⓘ:	\$94.96
Standard (5-7 Bus. Days) ▾	\$9.95
Cart Total:	\$318.67
✓ Dailies AquaComfort Plus Mail-in Rebate	-\$135.00
Total After Rebate:	\$183.67

35. Even this “Order Summary” still displays the inaccurate advertised price (in this example, \$19.69 per box). It adds a significant but unidentified “Taxes & fees” to the total, which far exceed any taxes owed on such a purchase (\$94.96 in the above example). This results in the actual Lens.com price for its products being much higher than the price it advertised to consumers.

36. The only way for a consumer to get any information on this tucked-away line item is if they (i) notice the “Order Summary” portion of the screen under the Continue button that advances past it, (ii) notice the “Taxes and fees” line, (iii) recognize it is higher than warranted by normal taxes and standard industry fees, and (iv) clicks on the faded grey “i” symbol to prompt a popup display. Even then, that popup box simply states, in its entirety, that “Taxes are tax recovery charges for tax obligations where applicable and the fees are compensation for servicing your order” as pictured below:⁸

⁸ *Id.*

What are taxes & fees? X

Taxes are tax recovery charges for tax obligations where applicable and the fees are compensation for servicing your order.

Subtotal	\$213.76
Taxes & fees ⓘ:	\$94.96

FREE

37. When the consumer clicks the “Continue” button, often without having seen the Order Summary hiding below it, they are taken to a screen to enter their payment information which only displays the total amount of the purchase, without identifying the supposed taxes and fees that have inflated the price:⁹

Submit Order

2 EASY STEPS ① SHIPPING INFORMATION ② SUBMIT ORDER

Payment Options

Pay with

Name on Card*

Card Number*

Expiration Date* MM YY CVV*

☒ Billing Address same as Shipping Address

Submit Order

Order Summary

Dailies AquaComfort Plus for Jane Doe	4 Boxes
FREE Lens Case (\$2.99 value)	FREE
Standard (5-7 Bus. Days)	\$9.95
Order Total:	\$318.67
✓ Dailies AquaComfort Plus <u>Mail-in Rebate</u>	-\$135.00
Total After Rebate:	\$183.67

38. Many consumers do not notice the hidden “taxes and fees” line item (or do not notice that the amount shown far exceeds any taxes that could possibly be applicable), and do not notice

⁹ *Id.*

1 that the amount being charged for it or the for “Order Total” on the very last page is much higher
2 than what it should be based on Defendant’s representations. Such consumers, like Plaintiff, go
3 through with the purchase without realizing that they are being charged a price much higher than
4 the advertised price that induced them to visit Lens.com’s website in the first place.

5 39. Defendant knowingly inflated its costs and unlawfully hid excess charges from
6 customers, including Plaintiff. Upon information and belief, millions of Defendant’s customers do
7 not realize that they have been subject to such hidden overcharges.

8 40. Defendant’s advertisements are falsified and misleading to attract customers, like
9 the Plaintiff, to its website.

10 41. Defendant’s website contains misrepresentations regarding its prices and feeds
11 customers misleading information in a deceptive manner. The prices listed on Defendant’s website
12 deceptively lured Plaintiff to buy his contact lenses from the Defendant.

13 42. Defendant’s representations are material to the customer’s decision-making process
14 and have the capacity to deceive, and actually do deceive, customers, including Plaintiff.

15 43. As a result of Defendant’s conduct, Plaintiff and others similarly situated, have been
16 damaged.

17 **Class Action Allegations**

18 44. This matter is brought by Plaintiff on behalf of himself and those similarly situated
19 under Rule 23 of the Federal Rules of Civil Procedure.

20 45. The Class that Plaintiff seeks to represent is defined as follows:

21 All persons in the United States overcharged by Lens.com for
22 undisclosed or improperly disclosed fees or other deceptive price
23 increases through orders on its website (the “Class”).

24 46. Excluded from the Class are Defendant Lens.com; any parent, subsidiary, or affiliate
25 of Defendant; any entity in which Defendant has or had a controlling interest, or which Defendant
26 otherwise controls or controlled; and any officer, director, employee, legal representative,
27 predecessor, successor, or assignee of Defendant.

28 47. This action is brought as a class action for the following reasons:

- 1 a. The Class consists of thousands of persons or more and is therefore so
2 numerous that joinder of all members, whether otherwise required or
3 permitted, is impracticable;
- 4 b. There are questions of law or fact common to the Class that predominate
5 over any questions affecting only individual members, including:
- 6 i. Whether Lens.com's sales and billing practices, as alleged herein, are
7 unjust and unreasonable in violation of the law.
- 8 ii. Whether Lens.com's website adequately discloses all terms, fees, and
9 conditions of purchases to consumers as required under the law;
- 10 iii. whether Lens.com was unjustly enriched by the concealing fees from
11 consumers;
- 12 iv. whether Plaintiff and the Class have sustained damages and, if so, the
13 proper measure thereof; and
- 14 v. whether Lens.com should be enjoined from the unlawful practices
15 alleged herein;
- 16 c. The claims asserted by Plaintiff are typical of the claims of the members of
17 the Class;
- 18 d. Plaintiff will fairly and adequately protect the interests of the Class, and
19 Plaintiff has retained attorneys experienced in class and complex litigation, including class
20 litigation involving consumer protection, identity theft, and consumer fraud;
- 21 e. Prosecuting separate actions by individual Class Members would create a
22 risk of inconsistent or varying adjudications with respect to individual Class Members that would
23 establish incompatible standards of conduct for Lens.com;
- 24 f. Defendant has acted on grounds that apply generally to the Class so that final
25 injunctive relief prohibiting Lens.com from continuing their deceptive, unconscionable practices is
26 appropriate with respect to the Class as a whole;
- 27 g. A class action is superior to other available methods for the fair and efficient
28 adjudication of the controversy, for at least the following reasons:

- i. Absent a class action, Class Members, as a practical matter, will be unable to obtain redress, Lens.com's unlawful practices will continue without remedy, additional consumers and purchasers will be harmed, and Defendant will continue to retain its ill-gotten gains;
- ii. It would be a substantial hardship for most individual members of the Class if they were forced to prosecute individual actions;
- iii. When the liability of Lens.com has been adjudicated, the Court will be able to determine the claims of all members of the Class;
- iv. A class action will permit an orderly and expeditious administration of Class claims, foster economies of time, effort, and expense, and ensure uniformity of decisions;
- v. The lawsuit presents no difficulties that would impede its management by the Court as a class action; and
- vi. Lens.com has acted on grounds generally applicable to Class Members, making class-wide monetary and injunctive relief appropriate.

FIRST CAUSE OF ACTION

Violation of Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. §598.0903, *et seq.* (On Behalf Of Plaintiff And Class Members)

48. Plaintiff repeats and re-alleges the allegations contained in the preceding paragraphs as if fully set forth herein.

49. As repeatedly alleged herein, Lens.com has engaged in false, deceptive, or misleading acts, practices and/or omissions in connection with marketing and sales tactics for contact lenses on its website. In all such cases, the alleged acts, practices and omissions were, and are, in violation of the Nevada Deceptive Trade Practices Act, Nev. Rev. Stat. §598.0903, *et seq.*, specifically including but not limited to "false or misleading statements of fact concerning the price of goods or services for sale or lease, or the reasons for, existence of or amounts of price reductions." Nev. Rev. Stat. § 598.0915 (13).

1 50. Lens.com used or employed an unconscionable commercial practice, deception,
2 fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression,
3 or omission of any material fact with the intent that others rely upon such concealment, suppression
4 or omission, in connection with its efforts to coerce Plaintiff and Class Members to purchase its
5 products, in violation of Nev. Rev. Stat. §598.0903, *et seq.*

6 51. Defendant's misrepresentations and nondisclosures are material, as a reasonable
7 person would have attached importance to said information and would be induced to act on said
8 information in making purchase decisions.

9 52. Plaintiff and Class Members reasonably relied on the representations and/or
10 omissions of the Defendant to purchase products from the Defendant.

11 53. Plaintiff and class members suffered financial harm as a consequence of Defendant's
12 false advertising and misrepresentations.

13 54. Plaintiff brings this cause of action pursuant to Nev. Rev. Stat. Ann. § 41.600, which
14 authorizes a private right of action for "any person who is a victim of consumer fraud", including
15 violations of the Nevada Deceptive Trade Practices Act.

16
17 **SECOND CAUSE OF ACTION**
18 **Violation of Covenant of Good Faith and Fair Dealing**
 (On Behalf Of Plaintiff And Class Members)

19 55. Plaintiff repeats and re-alleges the allegations contained in the preceding paragraphs
20 as if fully set forth herein.

21 56. Defendant, by engaging in the acts hereinabove described, has violated the covenant
22 of good faith and fair dealing under the common law.

23 57. Defendant abused its discretion by imposing various fees and charges on its
24 customers, including Plaintiff, and by failing to properly disclose said charges at the point of
25 purchase.

26 58. Upon information and belief, Defendant imposes extra fees and hidden surcharges
27 on customers like Plaintiff as a covert way of increasing its profits.

28 59. Defendant's imposition of extra fees and hidden surcharges defied the reasonable

1 expectations of consumers, including Plaintiff.

2 60. Defendant's conduct was objectively unreasonable, arbitrary and in bad faith and
3 therefore has the effect of denying consumers like Plaintiff the full benefit of their bargain with the
4 Defendant.

5 61. Plaintiff performed all of his obligations toward the Defendant, whereas there is no
6 legitimate excuse or defense for Defendant's conduct.

7 62. As a result of Defendant's conduct, Plaintiff and class members have been damaged.

8 63. Because Defendant cannot defend its overcharging and cannot find any grounds to
9 excuse its abuses of discretion, it cannot preclude the Plaintiff for recovering for Defendant's
10 breaches of good faith and fair dealing.

11
12 **DEMAND FOR TRIAL BY JURY**

13 64. Pursuant to Federal Rule of Civil Procedure Rule 38, Plaintiff hereby demands a
14 trial by jury.

15
16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff and the putative Class Members pray for the following relief:

- 18 1. An order certifying the class defined above, appointing Plaintiff as class
19 representative and appointing his attorneys as class counsel;
- 20 2. Equitable and injunctive relief;
- 21 3. Restitution;
- 22 4. Judgment for damages, including actual, statutory, treble and punitive, where
23 applicable;
- 24 5. Pre- and post-judgment interest on the above amount;
- 25 6. Attorney's fees and costs of this action; and
- 26 7. For such other and further relief as may be just and proper, including but not limited
27 to a preliminary and permanent order enjoining Defendant and its agents,
28 employees, affiliates and/or subsidiaries, from otherwise engaging in the unlawful

1 and unfair acts and practices alleged herein.

2
3 Dated: April 12, 2024

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